

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

C. P., by and through his parents, Patricia Pritchard and Nolle Pritchard; and
PATRICIA PRITCHARD,

NO.

Plaintiffs,

V.

BLUE CROSS BLUE SHIELD OF ILLINOIS,
Defendant

COMPLAINT

I. INTRODUCTION

1. Plaintiffs are a fifteen-year-old transgender boy (C.P.) and his mother (Patricia Pritchard) who are being discriminated against on the basis of sex because Plaintiff C.P. is transgender.

2. As part of the compensation for her employment, Plaintiff Patricia Pritchard receives health care coverage through the Catholic Health Initiatives Medical Plan ("Plan"), which is administered by Blue Cross Blue Shield of Illinois ("BCBSIL"). Plaintiff C.P. is enrolled in such Plan as a dependent of Ms. Pritchard.

3. Defendant BCBSIL is a “covered health entity” subject to Section 1557 of the Affordable Care Act (“ACA”). As a result, it may not discriminate on the basis of sex in the administration of health benefits. *See* 42 U.S.C. § 18116(a).

COMPLAINT - 1

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4. Notwithstanding this requirement, BCBSIL administers the Plan according to its terms and in a manner that deprives transgender enrollees of coverage for medically-necessary treatment of gender dysphoria – the clinically significant distress that can result from the dissonance between an individual’s gender identity and sex assigned at birth.

5. Specifically, at the time BCBSIL denied coverage for C.P.'s treatment, the terms of the Plan stated:

Transgender Reassignment Surgery

Not Covered:

Benefits shall not be provided for treatment, drugs, medicines, therapy, counseling services and supplies for, or leading to, gender reassignment surgery.

App. A, p. 61 (emphasis in original) (hereinafter referred to as the “Exclusion”).

6. The sweeping exclusion contained within the Plan denies coverage for gender-affirming health care, including surgical care, and other health care provided in relation to a person's transgender status and/or gender transition, if BCBSIL determines that the care is provided "for or leading to gender reassignment surgery." In practice, in C.P.'s case, BCBSIL has denied coverage for C.P.'s surgical care including the implantation of his second Vantas implant, mastectomy and chest reconstruction.

7. The Exclusion contravenes the well-established medical consensus that gender-affirming health care can be medically necessary and even life-saving. Other Plan enrollees who are not transgender do not face a categorical exclusion barring coverage for health care that is medically necessary for them based on their sex and receive coverage for the same care that is denied to transgender enrollees.

8. Plaintiffs have been denied coverage for medically necessary gender affirming health care because C.P. is transgender, based on the Exclusion of gender-

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affirming health care in the Plan. Plaintiffs have been forced to incur financial hardship without the financial protection afforded by coverage through the Plan. Plaintiffs have also suffered emotional distress, stigmatization, humiliation, and a loss of dignity because of the Plan's targeted discrimination against transgender enrollees, which wrongly deems their health care needs as unworthy of equal coverage.

9. This targeted discrimination against transgender people, which BCBSIL administers and enforces, violates the ACA's Section 1557.

10. Plaintiffs bring this lawsuit to challenge BCBSIL's administration of the Plan's Exclusion despite the non-discrimination requirements of Section 1557 and to obtain a judgment to redress their individual injuries and to have the exclusion declared unlawful, thereby preventing its enforcement.

II. PARTIES

11. ***Plaintiff C.P.*** Plaintiff C.P. is a fifteen-year-old transgender boy who is enrolled in the Plan, a health plan administered by BCBSIL. C.P. brings suit by and through his next friends and parents, Patricia Pritchard and Nolle Pritchard.

12. ***Plaintiff Patricia Pritchard.*** Plaintiff Patricia Pritchard is the mother of C.P. She is employed at St. Michael Medical Center in Bremerton, Washington, which is part of the Catholic Health Initiatives Franciscan Health System, now known as CommonSpirit Health. As part of her employment, Ms. Pritchard receives health coverage through the Plan, as administered by BCBSIL. C.P. receives health coverage through the Plan as a dependent of Ms. Pritchard. Ms. Pritchard and C.P. live in Bremerton, Washington.

13. ***Blue Cross Blue Shield of Illinois.*** Defendant Blue Cross Blue Shield of Illinois (BCBSIL) is the claims administrator of the Plan's schedule of benefits in which Plaintiff C.P. is enrolled as a dependent of Ms. Pritchard. BCBSIL is a division of Health

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1 Care Service Corporation, a mutual legal reserve company headquartered in Chicago
2 Illinois. Defendant BCBSIL is not a religious organization. BCBSIL is a recipient of federal
3 financial assistance and participates in health care insurance marketplaces established
4 under the Patient Protection and Affordable Care Act ("Affordable Care Act" or "ACA").

5 **III. JURISDICTION AND VENUE**

6 14. This action arises under Section 1557 of the Patient Protection and
7 Affordable Care Act, 42 U.S.C. § 18116.

8 15. This Court has original jurisdiction over the subject matter of this action
9 pursuant to 28 U.S.C. § 1331 because the matters in controversy arise under the
10 Constitution and laws of the United States.

11 16. Declaratory relief is authorized by Rules 57 and 65 of the Federal Rules of
12 Civil Procedure, and by 28 U.S.C. §§ 2201 and 2202.

13 17. Venue is proper under 28 U.S.C. § 1331(b)(2), because, *inter alia*, a
14 substantial part of the events giving rise to the claim occurred in Kitsap County.

15 18. The Court has personal jurisdiction over Defendant BCBSIL because by
16 agreeing to administer the Plan, which covers residents of the State of Washington,
17 BCBSIL has knowingly and deliberately engaged in significant activities within the State
18 of Washington and has created continuing obligations between itself and residents of the
19 this forum.

20 **IV. FACTUAL BACKGROUND**

21 19. Every individual's sex is multifaceted, and comprised of a number of
22 characteristics, including but not limited to chromosomal makeup, hormones, internal
23 and external reproductive organs, secondary sex characteristics, and most importantly,
24 gender identity.

1 20. Gender identity is a person's internal sense of their sex. It is an essential
2 element of human identity that everyone possesses, and a well-established concept in
3 medicine. Gender identity is innate, immutable, and has biological underpinnings.

4 21. For everyone, gender identity is the most important determinant of a
5 person's sex and a fundamental component of human identity.

6 22. A person's sex is generally assigned at birth based solely on a visual
7 assessment of external genitalia at the time of birth. External genitalia are only one of
8 several sex-related characteristics and are not always indicative of a person's sex.

9 23. For most people, these sex-related characteristics are all aligned, and the
10 visual assessment performed at birth serves as an accurate proxy for that person's
11 gender.

12 24. Where a person's gender identity does not match that person's sex
13 assigned at birth, however, gender identity is the critical determinant of that person's
14 sex.

15 25. The ability to live in a manner consistent with one's gender identity is vital
16 to the health and wellbeing of transgender people.

17 26. For transgender people, an incongruence between their gender identity
18 and sex assigned at birth can result in a feeling of clinically significant stress and
19 discomfort known as gender dysphoria.

20 27. Gender dysphoria is a serious medical condition recognized in the
21 American Psychiatric Association's Diagnostic and Statistical Manual of Mental
22 Disorders, Fifth Edition ("DSM-5"); the World Health Organization's International
23 Classification of Diseases, which is the diagnostic and coding compendia for medical
24 professionals; and by other leading medical and mental health professional groups,
25 including the American Medical Association ("AMA") and the American Psychological

1 Association (“APA”). The criteria for diagnosing gender dysphoria are set forth in the
 2 DSM-5 (302.85).

3 28. In addition to clinically significant distress, untreated gender dysphoria
 4 can result in severe anxiety, depression, or even suicidality.

5 29. Untreated gender dysphoria often intensifies with time. The longer an
 6 individual goes without or is denied adequate treatment for gender dysphoria, the
 7 greater the risk of severe harms to the individual’s health.

8 30. Gender dysphoria can be treated in accordance with internationally
 9 recognized Standards of Care formulated by the World Professional Association for
 10 Transgender Health (“WPATH”). WPATH is an international, multidisciplinary,
 11 professional association whose mission is to promote evidence-based health care
 12 protocols for transgender people. WPATH publishes Standards of Care that are based
 13 on the best available science and expert professional consensus, and which are widely
 14 accepted as best practices for treating gender dysphoria.

15 31. Under the WPATH Standards of Care, medically necessary treatments
 16 may include, among other things, “[h]ormone therapy” and “[s]urgery to change
 17 primary and/or secondary sex characteristics (e.g., breasts/chest, external and/or
 18 internal genitalia, facial features, body contouring).”

19 32. The Standards of Care are recognized as authoritative by national medical
 20 and behavioral health organizations such as the AMA and APA, which have both called
 21 for an end to exclusions of gender-affirming care from health insurance and health
 22 benefit plans.

23 33. The individualized steps that many transgender people take to live in a
 24 manner consistent with their gender, rather than the sex they were assigned at birth, are
 25 known as transitioning.

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1 34. Transitioning is particular to the individual but typically includes social,
2 legal, and medical transition.

3 35. Social transition entails a transgender individual living in accordance with
4 their gender identity in all aspects of life. For example, social transition can include
5 wearing attire, following grooming practices, and using pronouns consistent with that
6 person's gender identity. The steps a transgender person can take as part of their social
7 transition help align their gender identity with all aspects of everyday life.

8 36. Legal transition involves steps to formally align a transgender individual's
9 legal identity with their gender identity, such as legally changing one's name and
10 updating the name and gender marker on their driver's license, birth certificate, and
11 other forms of identification.

12 37. Medical transition, a critical part of transitioning for many transgender
13 people, includes gender-affirming care that bring the sex-specific characteristics of a
14 transgender person's body into alignment with their gender. Gender-affirming care can
15 involve counseling to obtain a diagnosis of gender dysphoria, hormone replacement
16 therapy, surgical care, or other medically necessary treatments for gender dysphoria.

17 38. Hormone replacement therapy involves taking hormones for the purpose
18 of bringing one's secondary sex characteristics into typical alignment with one's gender
19 identity. Secondary sex characteristics are bodily features not associated with external
20 and internal reproductive genitalia (primary sex characteristics). Secondary sex
21 characteristics include, for example, hair growth patterns, body fat distribution, and
22 muscle mass development. Hormone replacement therapy can have significant
23 masculinizing or feminizing effects and can assist in bringing a transgender individual's
24 secondary sex characteristics into alignment with their true sex, as determined by their

1 gender identity, and therefore is medically necessary care for transgender people who
2 need it to treat their gender dysphoria.

3 39. Gender-affirming surgical care might be sought by a transgender person
4 to better align primary or secondary sex characteristics with their gender identity.
5 Surgical care can include, but is not limited to, hysterectomies, gonadectomies,
6 mammoplasties, mastectomies, orchietomies, vaginoplasties, and phalloplasties. These
7 treatments are for the purpose of treating gender dysphoria.

8 40. These various components associated with transition—social, legal, and
9 medical transition—do not change an individual’s sex, as that is already established by
10 gender identity, but instead bring the individual’s appearance, legal identity, and sex-
11 related characteristics into greater alignment with the individual’s gender identity and
12 lived experience.

13 41. The consequences of untreated, or inadequately treated, gender dysphoria
14 are dire. Symptoms of untreated gender dysphoria include intense emotional suffering,
15 anxiety, depression, suicidality, and other attendant mental health issues. Untreated
16 gender dysphoria is associated with higher levels of stigmatization, discrimination, and
17 victimization, contributing to negative self-image and the inability to function effectively
18 in daily life. When transgender people are provided with access to appropriate and
19 individualized gender-affirming care in connection with treatment of gender dysphoria,
20 these symptoms can be alleviated and even prevented.

21 42. The AMA, APA, American Psychiatric Association, Endocrine Society,
22 American College of Obstetricians and Gynecologists, American Academy of Family
23 Physicians, and other major medical organizations have recognized that gender-
affirming care is medically necessary, safe, and effective treatment for gender
dysphoria—and that access to such treatment improves the health and well-being of
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1 transgender people. Each of these groups has publicly opposed exclusions of coverage
2 of this treatment by private and public health care administrators and payors, like the
3 Exclusion at issue here.

4 43. WPATH has stated that, like hormone replacement therapy and other
5 gender-affirming treatments, the “medical procedures attendant to sex reassignment are
6 not ‘cosmetic’ or ‘elective’ or for the mere convenience of the patient,” but instead are
7 “medically necessary for the treatment of the diagnosed condition.” Nor are they
8 experimental, because “decades of both clinical research and medical research show that
9 they are essential to achieving well-being for the [transgender] patient.”

10 44. Plaintiff C.P. is a boy who is transgender. That means that he was assigned
11 the sex of female at birth but his gender identity is male.

12 45. C.P.’s birth certificate, social security identification, and passport all
13 identify him as male. C.P. has identified and lived as male since 2015.

14 46. C.P. has been diagnosed with gender dysphoria.

15 47. Although BCBSIL and the Plan have covered some of C.P.’s past treatment
16 for gender dysphoria, including injected testosterone medication, treatment by Kevin
17 Hatfield, M.D., C.P.’s primary care provider, as well as mental health counseling related
18 to this condition, BCBSIL has denied coverage for some of C.P.’s medically-necessary
19 gender-affirming medical care because it is “for or leading to gender reassignment
20 surgery.”

21 48. On October 14, 2016, BCBSIL initially approved C.P.’s request for
22 preauthorization for a Vantas implant, which is a treatment to delay the onset of female
23 puberty and was prescribed by Dr. Hatfield as medically-necessary to treat C.P.’s gender
24 dysphoria.

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1 49. On November 11, 2016, C.P. received the Vantas implant and sometime
 2 thereafter, payment for the services related to the implant was made by BCBSIL.

3 50. Despite the payment for services, on February 24, 2017, C.P.'s mother was
 4 told by a BCBSIL representative that coverage for the Vantas implant would be denied.
 5 *App. B.*

6 51. On April 21, 2017, C.P.'s mother received a letter from BCBSIL indicated
 7 that coverage was denied because "treatment for transgender services were allowed
 8 incorrectly under the medical plan." *App. C.*

9 52. On May 25, 2017, C.P.'s parents appealed the BCBSIL denial. *App. D.*

10 53. On October 19, 2017, C.P.'s parents received a letter from BCBSIL
 11 indicating that the appeal had been received on June 2, 2017, and that a decision would
 12 be made within 15 calendar days, or June 17, 2017, a date that had long since passed.

13 *App. E.*

14 54. No formal response from BCBSIL was received by C.P.'s parents until
 15 April 26, 2018, eleven months after the appeal was submitted. *App. F.* That letter denied
 16 coverage of the service because BCBSIL took the position that it was a "service related to
 17 gender-reassignment" and was therefore excluded under the Plan. However, BCBSIL
 18 indicated that it would not "clawback" the payments already made to C.P.'s providers
 19 related to the Vantas implant.

20 55. In 2017, the Plan did not include an exclusion of coverage for "gender-
 21 reassignment" treatment or treatment for gender dysphoria.

22 56. Starting January 1, 2018, the Plan added an exclusion for gender-affirming
 23 treatment. *See App. A.*

24 57. BCBSIL administers and enforces the Plan Exclusion, denying coverage of
 25 medical care, treatment, and procedures when used to treat gender dysphoria even

1 when such care, treatments, and procedures are medically necessary. BCBSIL applies the
2 Exclusion even though it covers the same or similar procedures for other enrollees in the
3 Plan.

4 58. BCBSIL applies and enforces the Exclusion even though BCBSIL has
5 determined that it is illegal for BCBSIL to apply the same or similar Exclusion in its own
6 insured health plans. *See, e.g., App. G.*

7 59. In 2018, C.P. was prescribed testosterone cream to treat his gender
8 dysphoria.

9 60. After going through a lengthy appeals process, an attorney representing
10 the Plan (*but not BCBSIL*) wrote to C.P.'s attorneys and indicated that the Plan's
11 Exclusion was limited to only "gender reassignment surgery." *App. H.* Specifically, he
12 represented that "[I]n 2019, the only 'transgender health service' specifically excluded
13 under the Plan is gender reassignment surgery."

14 61. In July 2019, C.P. and his parents met with his treating physician, Dr.
15 Hatfield, and his therapist, Sharon Booker regarding C.P.'s need for a second Vantas
16 implant and gender-affirming top surgery (specifically, chest reconstruction).

17 62. C.P.'s medical and mental health providers concluded that both
18 procedures were medically necessary to treat his gender dysphoria. *Apps. I, J.*

19 63. Requests for pre-authorization for both procedures were submitted to
20 BCBSIL, and both were denied. *Apps. K, L.*

21 64. C.P. proceeded to have the procedure for the second Vantas implant on
22 November 6, 2019.

23 65. C.P. received chest reconstruction surgery on December 19, 2019.

24 66. On December 2, 2019, C.P. and his parents appealed the BCBSIL denial.

25 *App. M.*

1 67. On December 23, 2019, BCBSIL issued a denial of the appeal, but claimed
 2 that “our prior response dated April 26, 2018 completed the internal appeal process that
 3 is available to you” even though the 2019 appeal filed by C.P.’s parents was for two
 4 different procedures and the relevant plan language had changed since the 2017 denial
 5 and appeal. *See App. N.*

6 68. After BCBSIL denied the appeal, it appears to have covered some of the
 7 cost of the medications related to the second Vantas implant, but not other related costs.
 8 *See App. O.* BCBSIL also continued to deny coverage of nearly all treatment related to
 9 C.P.’s mastectomy and chest reconstruction.

10 69. BCBSIL has never claimed that C.P.’s treatment for his gender dysphoria
 11 is not medically necessary or is “experimental and investigational.”

12 70. In 2008, the AMA passed Resolution 122 recognizing gender dysphoria
 13 (then known as gender identity disorder) as a “serious medical condition” which, “if left
 14 untreated, can result in clinically significant psychological distress, dysfunction,
 15 debilitating depression, and for some people without access to appropriate medical care
 16 and treatment, suicidality and death.” American Med. Ass’n, *Resolution 122: Removing*
 17 *Financial Barriers to Care for Transgender Patients* (June 16, 2008). The AMA also opposes
 18 categorical exclusions of coverage for treatment of gender dysphoria because “many of
 19 these same treatments … are often covered for other medical conditions” and “the denial
 20 of these otherwise covered benefits for patients suffering from [gender dysphoria]
 21 represents discrimination based solely on a patient’s gender identity.” *Id.*

22 71. In the past, public and private health administrators and payors excluded
 23 coverage for medically necessary treatment of gender dysphoria on the erroneous
 24 assumption that such treatments were cosmetic or experimental. Today, the medical

1 consensus recognizes that exclusions of treatment for gender dysphoria on those
 2 grounds have no basis in medical science.

3 72. At all relevant times, BCBSIL was a “health program or activity” part of
 4 which receives federal financial assistance. 42 U.S.C. § 18116. As a result, BCBSIL was a
 5 “covered entity” under the Affordable Care Act, Section 1557.

6 73. BCBSIL provided assurances to the U.S. Department of Health and Human
 7 Services that it complies with the requirements of Section 1557. *See* 45 C.F.R. § 92.5.

8 74. BCBSIL also provided written assurances to C.P. and his parents that it
 9 would comply with the requirements of Section 1557. *See App. E*, p. 3; *see also Apps. F, K,*
 10 *and L* (same).

11 75. Despite these assurances, BCBSIL has administered the Plan’s Exclusion of
 12 all treatment that BCBSIL construes to be “for, or leading to, gender reassignment
 13 surgery.” BCBSIL continues to do so, to date.

14 76. BCBSIL agreed to administer the Exclusion in the Plan for Catholic Health
 15 Initiatives/CommonSpirit Health, even though BCBSIL knew that Plan enrollees with
 16 gender dysphoria needed medical treatment for their condition. It did so despite the non-
 17 discrimination assurances BCBSIL provided to the federal government and to the Plan’s
 18 enrollees.

19 77. Based on information and belief, BCBSIL administered the Exclusion
 20 despite its own legal analysis that the Exclusion violates the Affordable Care Act’s
 21 Section 1557.

22 78. BCBSIL has administered the Exclusion to deny coverage of medically
 23 necessary treatment for C.P., because the requested treatment would treat his gender
 24 dysphoria.

79. As a result of BCBSIL's deliberate discriminatory actions, C.P. has not received coverage of medically necessary treatment for his gender dysphoria and his parents have incurred over \$10,000 in out-of-pocket expenses.

80. C.P. and his parents anticipate that they will incur additional expenses related to his medically necessary treatment for gender dysphoria, if BCBSIL continues to administer and enforce the Plan's Exclusion.

81. BCBSIL's administration of the Exclusion denies transgender enrollees with gender dysphoria the benefits and health coverage available to other insureds. It is discrimination on the basis of sex, which includes discrimination on the basis of sex characteristics, gender identity, nonconformity with sex stereotypes, transgender status, and gender transition.

82. Plaintiff C.P. and his parents have appealed BCBSIL's denial of coverage for C.P.'s medically necessary treatment, but his appeals have been denied. While any further administrative appeals would be futile, no such appeal is required before a claim may be brought under §1557.

83. Because of BCBSIL's administration and enforcement of the Exclusion, Plaintiffs have suffered emotional distress, humiliation, degradation, embarrassment, emotional pain and anguish, violation of their dignity, loss of enjoyment of life, and other compensatory damages, in an amount to be established at trial.

**V. CLAIM FOR RELIEF:
VIOLATION OF AFFORDABLE CARE ACT § 1557, 42 U.S.C. § 18116**

84. Plaintiffs re-allege and incorporate each of the allegations in the paragraphs above, as though fully set forth herein.

85. Section 1557 of the ACA, 42 U.S.C. § 18116, provides that “an individual shall not, on the ground prohibited under ... title IX of the Education Amendments of 1972 ... be excluded from participation in, denied the benefits of, or be subjected to

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1 discrimination under, any health program or activity, any part of which is receiving
2 Federal financial assistance...." (emphasis added).

3 86. Defendant BCBSIL is a covered “health program or activity” a part of
4 which receives federal financial assistance and is therefore a “covered entity” for
5 purposes of Section 1557.

6 87. Discrimination on the basis of sex characteristics, gender identity,
7 nonconformity with sex stereotypes, transgender status, or gender transition is
8 discrimination on the basis of “sex” under Section 1557.

9 88. By administering the Plan's Exclusion as an exclusion of all medically
10 necessary care "for, or leading to, gender reassignment surgery," BCBSIL has drawn a
11 classification that discriminates on the basis of "sex." Specifically, BCBSIL has denied
12 C.P. coverage for medically necessary services based on his sex, sex characteristics,
13 gender identity, nonconformity with sex stereotypes, transgender status, or gender
14 transition. Other enrollees whose gender identity conforms with their sex assigned at
15 birth are able to receive these services, when medically necessary.

16 89. A covered entity, such as BCBSIL, cannot provide or administer health
17 insurance or health benefit coverage which contains a categorical exclusion from
18 coverage for gender-affirming health care, or otherwise impose limitations or restrictions
19 on coverage for specific health services related to gender transition if such limitation or
20 restriction results in discrimination against a transgender individual.

21 90. Because BCBSIL is a covered entity under Section 1557 of the ACA,
22 Plaintiffs have a right under Section 1557 to receive health benefits administered by
23 BCBSIL free from discrimination on the basis of sex, sex characteristics, gender identity,
nonconformity with sex stereotypes, transgender status, or gender transition.

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1 91. BCBSIL continues to administer the Exclusion, despite the warning from
2 the U.S. Department of Health and Human Services that “[a]n explicit, categorical (or
3 automatic) exclusion or limitation of coverage for all health services related to gender
4 transition is unlawful on its face.” *See* 81 Fed. Reg. 31,429. It has done so despite the non-
5 discrimination assurances it gave to the federal government and its enrollees. It has done
6 so despite its own conclusion that to engage in such discrimination in its insured plans
7 is illegal.

8 92. By excluding coverage of all health care related to gender dysphoria or any
9 other care BCBSIL determines is “for, or leading to, gender reassignment surgery,”
10 BCBSIL has intentionally discriminated, and continues to discriminate on the basis of
11 sex, against Plaintiffs C.P. and Patricia Pritchard in violation of Section 1557.

12 93. As a result of the Exclusion, Plaintiffs have suffered harm, including but
13 not limited to financial harm. By knowingly and intentionally offering and
14 administering health care coverage to Plaintiffs that discriminates on the basis of sex,
15 BCBSIL has intentionally violated the ACA, for which Plaintiffs are entitled to
16 compensatory damages, including but not limited to out-of-pocket damages, and
17 consequential damages.

18 94. Without injunctive relief from the Plan's discriminatory Exclusion of
19 coverage for gender-affirming care, Plaintiffs will continue to suffer irreparable harm in
the future.

VI. DEMAND FOR RELIEF

WHEREFORE, Plaintiffs request that this Court:

1. Enter judgment on behalf of Plaintiffs due to BCBSIL's discrimination on the basis of sex in violation of the Affordable Care Act's Section 1557:

COMPLAINT - 16

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2. Declare that BCBSIL violated Plaintiffs' rights under Section 1557 of the ACA when it administered and enforced the Plan's Exclusion of all treatment "for, or leading to, gender reassignment surgery," and/or other Plan provisions, policies or practices that wholly exclude or impermissibly limit coverage of gender-affirming health care;

3. Enjoin BCBSIL, its agents, employees, successors, and all others acting in concert with them, from administering or enforcing health benefit plans that exclude coverage for gender-affirming health care, including applying or enforcing the Plan's Exclusion "for, or leading to, gender reassignment surgery," and other similar exclusions in the health benefit plans BCBSIL administers and enforces, in violation of the Affordable Care Act now and in the future;

4. Enter judgment in favor of Plaintiffs for damages in an amount to be proven at trial due to BCBSIL's violation of Section 1557 of the Affordable Care Act;

5. Award Plaintiffs their attorney fees and costs under 42 U.S.C. §1988; and

6. Award such other relief as is just and proper.

DATED: November 23, 2020.

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